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August 17, 2017

**VIA EMAIL AND ECF FILING**

The Honorable Martin Glenn  
United States Bankruptcy Judge  
United States Bankruptcy Court  
Southern District of New York  
Alexander Hamilton Custom House  
One Bowling Green  
New York, New York 10004

**RE: In re Motors Liquidation Company, et al., Case No. 09-50026 (MG)**

Dear Judge Glenn:

As a supplement to Plaintiffs' letter [Docket No. 14061], and for today's Court Conference, we enclose relevant email communications from the GUC Trust and Participating Unitholders on one hand, and the Plaintiffs, on the other, showing a binding settlement agreement among the parties.

The communications show that there was an agreement in principle as early as August 3, 2017; and the GUC Trust gave final approval to all of the settlement documentation on August 12, 2017. See Exhibit A. The GUC Trust authorized disclosure of the settlement agreement to New GM on August 14th, showing its intention to be bound. See Exhibit B. Likewise, Akin Gump Strauss Hauer & Feld, LLP, counsel to holders of approximately 65 percent of the GUC Trust Units affirmatively confirmed its final approval of the agreement and that there were no issues left unresolved. See Exhibit B. The GUC Trust cannot now back-away from its commitments via an obsolete excuse, inapplicable to the course of dealing between and among the parties, that the client did not sign the paperwork that had been final and agreed upon for days. Their malodorous change of heart does not undo the GUC Trust's binding acceptance of the settlement agreement under New York law. See Winston v. Mediafore Entm't Corp., 777 F.2d 78, 80 (2d Cir. 1985); Kowalchuk v. Stroup, 61 A.D.3d 118, 121 (1st Dep't 2009); Guardian Life Ins. Co. of Am. v. Calkins, No. 12 Civ. 8863 (JGK), 2014 WL 61475, at \*2-3 (S.D.N.Y. Jan. 6, 2014).

We look forward to seeing Your Honor at the conference today.

Respectfully submitted,

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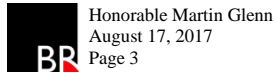
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cc: Counsel of Record via CM/ECF  
Honorable Jesse M. Furman